communication to the promisee rather than to hold the breach complete where the promisor sends a message, as was done in *Wester* v. *Casein Co.*, *supra*. This rule is necessary in view of the cases holding that no repudiation is a completed breach until acted on by the promisee. See *Rubber Trading Co.* v. *Manhattan Rubber Co.*, 221 N. Y. 120, 116 N. E. 789; *Zuck* v. *McClure & Co.*, 98 Pa. 541. See 3 WILLISTON, CONTRACTS, § 1332.

CONTRACTS — RESTRAINT OF TRADE — VALIDITY OF RESTRICTION AGAINST COMPETITION IN EMPLOYMENT CONTRACT. — The plaintiff carried on business at K., as a draper, tailor and general outfitter. He entered into a contract with the defendant to employ him as head cutter subject to dismissal upon a month's notice. The defendant agreed that upon the termination of his employment he would not thereafter carry on the trade of tailor, draper, haberdasher or milliner at any place within a radius of ten miles of K. Later the defendant set up business as a tailor in breach of the covenant. The plaintiff prays an injunction according to the tenor of the defendant's covenant. *Held*, that the injunction be denied. *Attwood* v. *Lamont*, [1920] 3 K. B. 571.

It is generally agreed that a contract unreasonably restraining trade will not be enforced. Accordingly an employer is not entitled to a covenant going beyond what is necessary to prevent the employee from exploiting trade secrets and the good will of the business. *Eastes* v. *Russ*, [1914] 1 Ch. 468; *Morris* v. *Saxelby*, [1916] 1 A. C. 688. On the other hand reasonable restraints are valid. *Diamond Match Co.* v. *Roeber*, 106 N. Y. 473, 13 N. E. 419; see *Mumford* v. *Getling*, 7 C. B. (N. S.) 305, 319. And even though a contract is wider than is permitted, if it is divisible the courts will enforce the valid portion of it. This is true where the restraint in the aggregate covers an excessive territory. *Smith's Appeal*, 113 Pa. St. 579, 6 Atl. 251; *Trenton Potteries Co.* v. *Oliphant*, 58 N. J. Eq. 507, 43 Atl. 723. So also where the number of occupations embraced is too great. *Bromley* v. *Smith*, [1909] 2 K. B. 235. Apparently the principal case would come under this head. But recent English cases have shown great hostility to contracts restricting the freedom of action of discharged employees and have thrown doubt on the rule of severance as applied to such contracts. See *Goldsoll* v. *Goldman*, [1914] 2 Ch. 603, 613; *Mason* v. *Provident Clothing & Supply Co.*, [1913] A. C. 724; *Morris* v. *Saxelby*, *supra*. But *cf. Eureka Laundry Co.* v. *Long*, 146 Wis. 205, 131 N. W. 412. The reason for distinguishing between contracts of employees and those of vendors is found in the weakness of the bargaining position of the former. Following this trend of the law the court in the principal case refuses to regard the illegal contract as divisible and refrains from carving out one that the employer might legally have made. The tone of the opinion is paternal. But the equitable rules as to mortgages, fraud and penal bonds show this is no novelty to a court of equity.

CORPORATIONS — CORPORATE POWERS AND THEIR EXERCISE — VALIDITY OF DONATIONS BY A CHEMICAL COMPANY TO UNIVERSITIES AND SCIENTIFIC INSTITUTIONS. — The defendant company was incorporated to engage in the manufacture of chemicals. The stockholders by resolution authorized a large donation to the universities and scientific institutions of the country in furtherance of scientific education. It appears as a fact that the donation would increase the supply of scientifically trained men available for the company's employment. The plaintiff seeks to enjoin the donation as *ultra vires*. *Held*, that the proposed donation is valid. *Evans* v. *Brunner, Mond, & Co.*, [1920] L. J. 432 (Ch. D.).

It is well settled that a corporation has in addition to its main powers such implied and incidental powers as are needful and appropriate to effectuate its express purposes. *People* v. *Pullman Co.*, 175 Ill. 125, 51 N. E. 664; *Central*

Ohio Gas Co. v. *Capital City Dairy Co.*, 60 Ohio St. 96, 53 N. E. 711. Though it is not within the implied powers to transfer property without consideration, yet a transaction is not without consideration if it in any way conduces to the advantage of the corporation. See BRICE, ULTRA VIRES, 3 ed., 180–1. As to the validity of such transactions, the courts formerly took a narrow view. See *Davis* v. *Old Colony Ry. Co.*, 131 Mass. 258. But recently a more liberal tendency has become apparent. Thus contributions to relief and pension funds are held valid. *Heinz* v. *National Bank of Commerce*, 237 Fed. 942; *Maine* v. *C. B. & Q. R. R. Co.*, 109 Iowa, 260, 70 N. W. 630. An insurance company may maintain a hospital for tubercular employees. *People* v. *Hotchkiss*, 136 App. Div. 150, 120 N. Y. Supp. 649. And a corporation can properly contribute to the support of the library, church, and schoolhouse of the factory village. *Steinway* v. *Steinway Sons*, 17 N. Y. Misc. 43, 40 N. Y. Supp. 718. Moreover, in the last analysis the validity of the corporate act depends on all the facts of the business. See 1 MORAWETZ, PRIVATE CORPORATIONS, 3 ed., § 362. Therefore, as there was shown a direct relation between the donation and the securing of trained employees, the decision reaches a result that is at once correct and desirable.

DEEDS — DELIVERY, ACKNOWLEDGMENT, AND ACCEPTANCE — DELIVERY TO GRANTEE ON A CONDITION CERTAIN TO HAPPEN. — The testator handed to the plaintiff a closed envelope on which was written, "Only to be opened in the event of my death." The envelope contained an acknowledgment under seal, witnessed by one person, of a debt owed to plaintiff (for which there was in fact no consideration) payable out of a stated fund at the donor's death. *Held*, that the instrument was invalid because testamentary. *In re Carile*, 1920 V. L. R. 427.

When the taking effect of an instrument under seal is conditioned on an event certain to happen, two situations arise. If the condition is oral, it is generally held that the deed becomes immediately effective, irrespective of the grantor's intent. *Chaudoir* v. *Witt*, 174 N. W. 925 (Wis.); *Hubbard* v. *Greeley*, 84 Me. 340, 24 Atl. 799. But if the condition appears on the face of the document, his intent becomes material to its validity as a deed. If he intended that no rights pass with the manual transfer, the intent necessary to constitute a present delivery is absent, and if the grantor dies before the condition happens the instrument is void unless supportable as a will. *Crocker* v. *Smith*, 94 Ala. 295, 10 So. 258; *Terry* v. *Glover*, 235 Mo. 544, 139 S. W. 337. But if he intended to pass presently an interest which should become operative *in futuro* the deed is valid though the grantor reserve a life estate. *Hathaway* v. *Cook*, 258 Ill. 92, 101 N. E. 227; *Jones* v. *Caird*, 153 Wis. 384, 141 N. W. 228; *Thomas* v. *Williams*, 105 Minn. 88, 117 N. W. 155. Yet even in such case the deed may contravene the statute of wills if the grantor retains such control over the property that he has the substantial right to dispose of it during his life. *McEvoy* v. *Boston Five Cents Savings Bank*, 201 Mass. 50, 87 N. E. 465. The court having correctly found in the principal case that delivery was intended to be consummated on the grantor's death, the deed was consequently testamentary and the plaintiff could take nothing.

ESTOPPEL — ESTOPPEL *In Pais* — WHETHER SOVEREIGN MAY BE ESTOPPED. — A statute authorized the Secretary of the Navy to sell certain vessels to the highest bidder, unless otherwise directed by the President. The President directed the Secretary to sell at "such price as he shall approve." Bids were received in response to an advertisement of sale to the highest bidder. By mistake the highest bidder was overlooked and a bill of sale was executed to a lower bidder, the government retaining possession of the vessel. Later the highest bidder claimed the vessel and the United States filed a bill